

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

-oOo-

In Re:) Case No. 19-30088
) Chapter 11
PG&E CORPORATION AND PACIFIC)
GAS AND ELECTRIC COMPANY) San Francisco, California
) Wednesday, April 10, 2019
Debtor.) 1:30 PM
)

MOTION OF DEBTORS PURSUANT TO
11 U.S.C. SECTIONS 105(A),
362, AND 363 AND FED. R.
BANKR. P. 2002, 4001, AND
6004 FOR AN ORDER (I)
AUTHORIZING DEBTORS TO (A)
SELL, TRANSFER, LEASE OR
OTHERWISE ENCUMBER REAL
PROPERTY, (B) LEASE, LICENSE,
AND PERMIT AGREEMENTS
RELATING TO THIRD-PARTY
PROPERTY, AND (C) PURSUE AND
BRING EMINENT DOMAIN
PROCEEDINGS TO JUDGMENT OR
ENTER INTO SETTLEMENTS IN
LIEU THEREOF, SUBJECT TO
CERTAIN PROCEDURES AND
PARAMETERS, AND (II) GRANTING
RELATED RELIEF [DKT. 1004].

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE DENNIS MONTALI
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtor: JESSICA LIOU, ESQ.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
(212) 310-8817

For Joinders: SCOTT E. JENNY, ESQ.
Jenny & Jenny, LLP
736 Ferry Street
Martinez, CA 94553
(925) 228-1265

<p>1 For Official Creditors' Committee:</p> <p>2</p> <p>3</p> <p>4</p> <p>5 For DF Properties and Other Property Owners:</p> <p>6</p> <p>7</p> <p>8</p> <p>9 For California State Agencies:</p> <p>10</p> <p>11</p> <p>12</p> <p>13 For CPUC:</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18 For City of Oakland:</p> <p>19</p> <p>20</p> <p>21</p> <p>22 For Topaz:</p> <p>23</p> <p>24</p> <p>25</p>	<p>THOMAS R. KRELLER, ESQ. Milbank LLP 2029 Century Park East 33rd Floor Los Angeles, CA 90067 (424)386-4000</p> <p>KRISTEN DITLEVSEN RENFRO, ESQ. Desmond, Nolan, Livaich & Cunningham 15th & S Building 1830 15th Street Sacramento, CA 95811 (916)443-2051</p> <p>STEVEN H. FELDERSTEIN, ESQ. (Telephonically) Felderstein Fitzgerald Willoughby & Pascuzzi LLP 400 Capitol Mall Suite 1750 Sacramento, CA 95814 (916)329-7400</p> <p>BRIAN S. HERMANN, ESQ. (Telephonically) ALAN W. KORNBERG, ESQ. (Telephonically) Paul Weiss Rifkind Wharton & Garrison 1285 Avenue of the Americas New York, NY 10019 (212)373-3000</p> <p>MONIQUE D. JEWETT-BREWSTER, ESQ. (Telephonically) Hopkins & Carly 70 South 1st Street San Jose, CA 95113 (408)286-9800</p> <p>JEFFREY C. KRAUSE, ESQ. (Telephonically) Gibson, Dunn & Crutcher LLP 333 South Grand Avenue Los Angeles, CA 90071 (213)229-7995</p>
---	--

1 For Stroock & Stroock & FRANK A. MEROLA, ESQ.
Lavan LLP: (Telephonically)
2 Stroock & Stroock & Lavan LLP
2029 Century Park East
3 Los Angeles, CA 90067
(310)556-5800

4 For Teichert: KELLY L. POPE, ESQ.
5 (Telephonically)
Downey Brand LLP
6 621 Capitol Mall
18th Floor
7 Sacramento, CA 95814
(916)444-1000

8 For Official Tort Claimant JORIAN L. ROSE, ESQ.
9 Committee: (Telephonically)
Baker & Hostetler LLP
10 45 Rockefeller Plaza
New York, NY 10111
11 (212)589-4681

12 For Southern Power HARRIS B. WINSBERG, ESQ.
Company: (Telephonically)
13 Troutman Sanders LLP
600 Peachtree Street NE
14 Suite 3000
Atlanta, GA 30308
15 (404)885-3000

16
17 Court Recorder: JANE GALVANI
18 United States Bankruptcy
Court
19 450 Golden Gate Avenue
16th Floor
20 San Francisco, CA 94102

21 Transcriber: SUSAN PATTERSON
eScribers, LLC
22 7227 N. 16th Street
Suite #207
23 Phoenix, AZ 85020
(973)406-2250

24
25 Proceedings recorded by electronic sound recording;
transcript provided by transcription service.

PG&E Corporation, et al.

1 SAN FRANCISCO, CALIFORNIA, WEDNESDAY, APRIL 10, 2019, 1:31 PM

2 -oOo-

3 (Call to order of the Court.)

4 THE COURT: Good afternoon. Please be seated.

5 MS. LIOU: The Matter of PG&E Corporation. Good
6 afternoon, Your Honor. For the record, Jessica Liou, from
7 Weil, Gotshal & Manges, counsel for the debtors.

8 THE COURT: Good afternoon. We don't have much left,
9 do we?

10 MS. LIOU: No, no. The only item moving forward today
11 on the agenda is docket number 1004. It's what I'll call the
12 debtor's real property transactions motion.

13 THE COURT: All right.

14 MS. LIOU: In support of the motion, we filed the
15 declaration of Mr. Andrew Williams, who's in court today. And
16 Your Honor, as you may have seen by this motion, the debtors
17 are seeking to continue to enter into and consummate a variety
18 of transactions relating to real property interests and
19 establish procedures for determining when such transactions
20 require committee review and/or Court approval. It's a pretty
21 straightforward motion.

22 Your Honor, I'll just inform you that we had four
23 formal responses filed to this motion by certain property
24 owners in eminent domain actions, limited opposition at docket
25 number 1177, and a joinder filed to our motion at docket number

PG&E Corporation, et al.

1 1075.

2 THE COURT: I have them all, yes.

3 MS. LIOU: There was also a response filed by the
4 California State agencies, which we have fully resolved, and
5 also a response filed by the City of Oakland, which we have
6 fully resolved.

7 In addition to these formal responses, the debtors
8 have received a number of informal comments from among other
9 parties the creditors' committee, the claimants' committee, the
10 CPUC, certain landlords, and potential lienholders, all of
11 which we have resolved with the changes noted in the redline
12 that was filed with this court on Monday evening at docket
13 number 1286.

14 THE COURT: It sounded all right to me too, and I've
15 looked at it. I guess the real simple question is, is there
16 anyone here in court or on the phone that wishes to be heard
17 and has any ongoing objection to anything that's been resolved?
18 Come on forward and -- name and identification and let's see if
19 we can get it straightened out, because I've reviewed them all
20 separately, and accept for any that were unresolved, I'm good
21 to go. Yes?

22 MS. RENFRO: Good afternoon, Your Honor. Kristen
23 Renfro, Desmond law firm in Sacramento, appearing on behalf of
24 DF Properties and other property owners. We filed the limited
25 opposition to the motion relative to the treatment of eminent

PG&E Corporation, et al.

1 domain --

2 THE COURT: Right.

3 MS. RENFRO: -- actions.

4 THE COURT: But I couldn't tell what you wanted me to
5 do. I mean, the debtor filed the action, and you're raising
6 the automatic stay is not an issue. That's not an issue, so
7 what is still an issue from your point of view?

8 MS. RENFRO: Well, I think that the automatic stay is
9 an issue, Your Honor, because this motion is seeking relief
10 that presupposes the automatic stay, operates as a bar to cases
11 in which PG&E is the plaintiff.

12 THE COURT: Hold on, maybe I didn't state it well.

13 MS. RENFRO: Sure.

14 THE COURT: It doesn't. There is no stay in the
15 matter that PG&E initiated. So --

16 MS. RENFRO: I agree with Your Honor wholeheartedly.

17 THE COURT: But what is -- let's try it a different
18 way. What is that you're bothered by about this motion
19 that's --

20 MS. RENFRO: Well, I think the Court is not aware,
21 then, of the fact that notices of stay have been filed in all
22 of the eminent domain cases that my office handles by the
23 outside counsel that are assigned to those eminent domain
24 matters on behalf of PG&E and that nothing is happening in
25 those cases, based on the representations of PG&E's counsel in

PG&E Corporation, et al.

1 those cases, that the automatic stay does bar the proceedings
2 and that we're at a standstill. And conversations, meet-and-
3 confer efforts that we've had with counsel for PG&E in the
4 bankruptcy case, it hasn't produced agreement on that point.
5 The order --

6 THE COURT: Well, again without naming lawyers --

7 MS. RENFRO: Sure.

8 THE COURT: -- is it PG&E bankruptcy lawyers that
9 still believe the stay is an impediment? Or is it the outside
10 counsel that perhaps haven't got the message?

11 MS. RENFRO: Apparently now both. And the proposed
12 order that PG&E has submitted to you would allow PG&E, by its
13 terms, to determine which of the cases it's involved in,
14 eminent domain cases, would have relief from stay.

15 THE COURT: Okay, Ms. Liou, you're going to have to
16 tell me whether this is a nonissue or --

17 MS. LIOU: I can clarify, Your Honor.

18 THE COURT: Yeah.

19 MS. LIOU: So first off, there are a number of
20 proceedings where PG&E as plaintiffs have initiated eminent
21 domain actions. The ones in which they filed the notices of
22 stay are proceedings in which the debtors have already taken
23 possession of the land and there has been a pre-petition
24 settlement agreement executed with the parties. That's my
25 understanding, based on my conversations with the debtors.

PG&E Corporation, et al.

1 If that's the case, that's a pre-petition settlement
2 agreement upon which the debtors are not authorized to make a
3 payment unless they come before this Court and seek that
4 authorization.

5 THE COURT: Well, which is Ms. Renfro covering? Is
6 she in that other category?

7 MS. LIOU: I'm not sure, but I will say that I'm just
8 aware of notices of stay filed in those actions because we do
9 not have authority to pay those claims, and that was meant to
10 kind of let the other parties know that that's the case.

11 THE COURT: But we have to --

12 MS. LIOU: And with respect to --

13 THE COURT: But wait. We've got to divide the world
14 into where PG&E is the plaintiff and where it isn't the
15 plaintiff.

16 MS. LIOU: Well --

17 THE COURT: If it's the plaintiff, there should --

18 MS. LIOU: -- there's really three buckets here,
19 right?

20 THE COURT: Okay.

21 MS. LIOU: So there are actions in which PG&E are the
22 defendants --

23 THE COURT: Right.

24 MS. LIOU: -- which I think it's pretty clear, the
25 stay applies.

PG&E Corporation, et al.

1 THE COURT: Agreed.

2 MS. LIOU: And we have to make a case-by-case
3 determination whether or not the stay should be lifted.

4 THE COURT: Correct.

5 MS. LIOU: And then there are actions in which PG&E is
6 the plaintiff. For actions in which PG&E has initiated an
7 action and there hasn't been any kind of determination about
8 their ability to possess the land, my understanding from the
9 clients is that notices of stay were not filed in those
10 proceedings. But I think the larger issue, Your Honor, is that
11 I think counsel misconstrues the purpose of this motion.

12 This motion is purely a procedural motion. It's not
13 making a determination in this motion whether or not the stay
14 does or does not apply. To the extent that opposing counsel
15 believes that for some reason the stay should not apply to a
16 pending proceeding, then she is more than welcome to file a
17 motion to seek relief from the stay or determination of the
18 stay does not apply, which some individuals have already begun
19 to do in this case.

20 So we're not prejudicing those rights. And as you'll
21 see, Your Honor, the proposed order includes revisions that
22 makes that very clear. And the language about PG&E being able
23 to stipulate upon consent with another party to that
24 transaction to lift the stay is, again, just meant to be a
25 procedural mechanism so that we don't have to file a motion,

PG&E Corporation, et al.

1 wait fourteen days, come before this Court, and then get
2 another court order to approve a stipulation that both parties
3 have consensually entered in to.

4 THE COURT: Well, I agree.

5 MS. LIOU: It isn't PG&E taking the unilateral ability
6 to make a declaration that the stay does or does not apply in a
7 particular instance.

8 THE COURT: Well, Ms. Renfro, what confused me was
9 that your papers say about all this interference with your
10 client's rights, and I couldn't tell what your client's rights
11 are being interfered with. So why don't we divide the world
12 into cases where PG&E is the plaintiff and where it's not the
13 plaintiff.

14 MS. RENFRO: Well, sure. Your Honor, and I'm only
15 interested myself, my clients are only interested in that
16 bucket of cases where PG&E is the plaintiff.

17 THE COURT: So why don't we stop right there --

18 MS. RENFRO: Yes.

19 THE COURT: -- and say there should be no stay and
20 nothing that PG&E, other counsel, or even current counsel is
21 advocating that suggests that there's an automatic stay.

22 MS. RENFRO: Okay. I would --

23 THE COURT: Can we solve the problem by just --

24 MS. RENFRO: That would get us a long distance of the
25 way there.

PG&E Corporation, et al.

1 THE COURT: Is that a problem for you, Ms. Liou?

2 MS. LIOU: Yes, that is a problem for us, Your

3 Honor --

4 THE COURT: All right.

5 MS. LIOU: -- because we don't think that that
6 determination should be made in the context of this motion.

7 THE COURT: But there shouldn't -- your clients
8 shouldn't have --

9 MS. LIOU: Well, Your Honor, let me pose a couple
10 of --

11 THE COURT: -- said there's a notice of stay in the
12 first place.

13 MS. LIOU: -- let me pose a couple of hypotheticals --

14 THE COURT: Well --

15 MS. LIOU: -- where the stay might apply, right --

16 THE COURT: Okay.

17 MS. LIOU: -- in looking at a case-by-case basis.
18 Let's say, for example, PG&E initiated the initial action.

19 THE COURT: Um-hum.

20 MS. LIOU: A determination was made, and now the other
21 party has appealed. In that case --

22 THE COURT: There's still no stay.

23 MS. LIOU: -- the stay should apply if the other party
24 is appealing.

25 THE COURT: No, it doesn't. You're misconstruing the

PG&E Corporation, et al.

1 law. The law measures the stay as of the petition date, and --
2 I mean, the initiation of the action, excuse me, initiation of
3 the action. So read the automatic stay. The automatic stay
4 says, you can't stay an action against the debtor or continuing
5 against the debtor. So if the debtor initiated the action and
6 was successful, and the defendant wishes to appeal, there's no
7 stay. There never was one.

8 MS. LIOU: Well, in instances where, for example, then
9 the debtors have entered into pre-petition settlement
10 agreements, and now those parties are seeking to enforce
11 payment on those --

12 THE COURT: That's different.

13 MS. LIOU: -- those are the subset of buckets that I'm
14 aware of right now.

15 THE COURT: But look, if Ms. -- I'll personalize it
16 because it's simpler to personalize it. If Ms. Renfro is
17 representing her client who believes that there's no stay that
18 prohibits her client from defending an action, that's simple.
19 That's the law. If her client is being threatened with a levy
20 of execution to recover a judgment or something, that
21 implicates the stay not because of the original litigation, but
22 rather whether she's trying to recover property from the
23 debtor.

24 So I guess I'm having trouble knowing where the stay
25 would ever apply where she is representing the plaintiff, even

PG&E Corporation, et al.

1 if -- I'm sorry, where PG&E is the plaintiff, even if now the
2 other party is trying to appeal. You follow me?

3 MS. LIOU: I follow you. I'm just primarily concerned
4 about the situation where -- admissions are made in, for
5 example, the joinder to the motion that was filed, which was
6 styled as a joinder but really a limited opposition because it
7 was seeking relief outside the scope of the original --

8 THE COURT: Which one is that? The 10 --

9 MS. LIOU: -- relief of the debtors requested.

10 THE COURT: -- is this 1075 or which --

11 MS. LIOU: Yeah. It's docket number 1075.

12 THE COURT: That wasn't filed by Ms. Renfro.

13 MS. LIOU: No.

14 MR. JENNY: That's me, Your Honor.

15 THE COURT: Oh.

16 MR. JENNY: Scott Jenny appearing on behalf of the
17 joinder.

18 THE COURT: Oh, Mr. Jenny, okay.

19 MS. LIOU: Where we have pre-petition settlement
20 agreements and we filed notices of stay in those proceedings.

21 MR. JENNY: I have four eminent domain cases. PG&E
22 has taken possession, we litigated, we --

23 THE COURT: Who's the plaintiff? Let's start with
24 who's the plaintiff.

25 MR. JENNY: Pardon?

PG&E Corporation, et al.

1 THE COURT: Who's the plaintiff?

2 MS. LIOU: PG&E.

3 MS. RENFRO: PG&E.

4 MR. JENNY: PG&E is the plaintiff; no cross-
5 complaints, an inverse, or anything.

6 THE COURT: So no automatic stay?

7 MR. JENNY: Solid, straightforward, eminent domain
8 cases.

9 THE COURT: Okay.

10 MR. JENNY: We attended a JAMS (phonetic) mediation,
11 but PG&E never signed the settlement agreements.

12 THE COURT: Okay.

13 MR. JENNY: So although we headed that way, they never
14 executed the settlement documents --

15 THE COURT: Okay.

16 MR. JENNY: -- so we don't have a settlement, but
17 Cesar Alegria, who is inhouse counsel for PG&E, filed stays in
18 all four cases.

19 THE COURT: But that seems wrong.

20 MR. JENNY: Yes, sir. So I had an order here to
21 relieve stays. Ms. Renfro is seeking broad --

22 THE COURT: It's not the question of -- well, okay.

23 MR. JENNY: Anyway, I'm seeking very specific relief
24 just to my four cases. I agree with Ms. Renfro's positions,
25 but for me, I'm just looking for relief of stay in my four

PG&E Corporation, et al.

1 cases. So the cases could either settle or go to trial. My
2 clients already have the projects on their property and haven't
3 been paid.

4 THE COURT: But what are you going to do -- if the
5 stay is out of your way, what happens? What happens next?

6 MR. JENNY: We either go towards settlement --

7 THE COURT: I mean, forget mediation or --

8 MR. JENNY: Yeah.

9 THE COURT: -- consensual settlement. Let's say
10 there's no stay. What happens next in your mind in your four
11 cases?

12 MR. JENNY: Either PG&E agrees to settle the cases,
13 and my numbers are lower than the pending PG&E motion, so we
14 don't need to come back before you; they're not tremendously
15 large cases.

16 THE COURT: Right.

17 MR. JENNY: Or we go to trial; that's it.

18 THE COURT: What would you do at trial?

19 MR. JENNY: Seek just compensation.

20 THE COURT: But you'd be -- it would be a trial of a
21 defense of an eminent domain cases.

22 MR. JENNY: I would be --

23 THE COURT: So there's never been a stay.

24 MR. JENNY: There should never have been a stay, yes.

25 THE COURT: So why are we bogged down on this?

PG&E Corporation, et al.

1 MS. LIOU: Well, I think we're not bogged down. What
2 we're concerned about is that today in the context of a
3 procedures motion, they're asking Your Honor to grant
4 incredibly broad relief that says, in every single action where
5 we have initiated an eminent domain proceeding, regardless of
6 whether or not there are counterclaims, regardless of whether
7 or not there are other issues at play, they want you to make a
8 determination that the automatic stay does not apply. We just
9 don't think that is appropriate.

10 THE COURT: Okay. But now let's get to the specifics.
11 If Mr. --

12 MR. JENNY: Jenny.

13 THE COURT: I'm sorry, Jenny. I almost said Kenny.
14 If Mr. Jenny's clients are procedurally are simply four
15 defendants, not cross-complainants, four defendants, four
16 actions initiated by PG&E, there are no stay implications. And
17 they shouldn't be -- they and the trial judge shouldn't be
18 confused by it.

19 MR. JENNY: And I raised it today in my joinder. I
20 mean I put it up before; I teed it up.

21 THE COURT: So can't we just give him an order that --
22 like a comfort order that says there is no stay in effect, just
23 to these four?

24 MS. LIOU: Your Honor, let me discuss that with my
25 client before I --

PG&E Corporation, et al.

1 THE COURT: Well, no, discuss it with me, because to
2 me there shouldn't have been a stay in the first place.

3 MS. LIOU: So let me just make sure I understand where
4 you're going with this then. Apart from this motion and the
5 order on this motion, you're suggesting that we provide or
6 submit to this Court a separate comfort order that deals with
7 specifically these four actions and whether or not the stay
8 applies to these eminent domain proceedings?

9 THE COURT: You're overstating the case. I'll say it
10 again. You, correctly and efficiently, as PG&E has done in so
11 many cases, have brought a whole basket of different kinds of
12 things. And that's fine, I'm all for solving lots of problems.
13 But out of this universe of people implicated by today's
14 omnibus motion, one lawyer representing four groups of people
15 wants just to go forward with life in their world and doesn't
16 want to be told that there even is a stay in favor of this
17 Chapter 11 debtor. And the answer is, and I know, and you
18 know, there is no stay.

19 MS. LIOU: So how about we do this then.

20 THE COURT: How about we just --

21 MS. LIOU: We can withdraw the notices --

22 THE COURT: How about we just have an order that says
23 there's no stay in these four cases?

24 MS. LIOU: I think that's what I --

25 MR. JENNY: I have that order, Your Honor.

PG&E Corporation, et al.

1 MS. RENFRO: How about an order --

2 THE COURT: I'll come to yours --

3 MS. LIOU: Your Honor, I think that's what I
4 suggested.

5 THE COURT: Slow down everybody.

6 MS. LIOU: Right.

7 THE COURT: I'll come to Ms. Renfro in a minute.

8 MS. LIOU: Well, I --

9 THE COURT: Finish your point, Ms. Liou.

10 MS. LIOU: Right.

11 THE COURT: What's wrong with doing that?

12 MS. LIOU: I think that's exactly what I suggested.

13 So separate and apart from this proposed order on this real
14 estate transactions motion, it sounds like we're submitting a
15 separate comfort order with respect to just these four
16 proceedings.

17 THE COURT: You're overstating the case by acting like
18 it's a comfort order. You could, if I tell you to, just file a
19 notice there is no stay, but if you want an order, I don't mind
20 doing it. But it's not because I want to complicate it; it's
21 because I know from experience state court judges don't
22 understand the nuances of automatic stay, and I like to send
23 state court judges a clear signal they're not implicated in the
24 automatic stay at all. So it's a comfort but it's a comfort
25 for that judge as much as anything else.

PG&E Corporation, et al.

1 MS. LIOU: Sure. I will refrain from using the word
2 "comfort order" then. So the two choices ahead, as I see it --
3 and you can tell me if you have a preference, Your Honor -- is
4 that we could simply withdraw the notices of suggestion of stay
5 in those proceedings, which saves time and money for everyone,
6 or we can issue a separate order in this proceeding on the
7 issue.

8 THE COURT: Okay. Mr. Jenny, are you good enough? Is
9 it okay with you if they just file something -- a notice of
10 withdrawal of notice of stay?

11 MR. JENNY: I'd rather have an order that there is no
12 stay and hasn't been any stay.

13 THE COURT: Okay.

14 MR. JENNY: That would give me comfort, and I'm sure
15 that has the magic word but I don't understand it.

16 THE COURT: I don't mind the word.

17 MR. JENNY: I don't understand the secret word.

18 THE COURT: Listen --

19 MR. JENNY: But it makes me more comfortable to walk
20 out of here with an order.

21 THE COURT: I happen to be one of those people who
22 believe in comfort orders because of what I said. Because
23 there are folks out there in the real world who don't
24 understand this crazy world we live in. So it sounds like Ms.
25 Liou is not opposed to this and we don't have to notice it. We

PG&E Corporation, et al.

1 don't have to do anything. For your four clients, there can be
2 an order, or orders, that says in this matter of such and such
3 and such, there is no stay in effect, period.

4 MR. JENNY: And I wrote an order to that effect. I
5 don't know how to present it.

6 THE COURT: Now, if you -- and then there is some
7 mediation and a consensual resolution and PG&E is supposed to
8 pay some money within the guidelines of these procedures,
9 that's fine. If it has to be treated in some other way, we'll
10 treat it some other way.

11 MR. JENNY: Yes, sir.

12 THE COURT: Now, Ms. Renfro, how do we solve your
13 problem?

14 MR. JENNY: My clients would also love to have that
15 same comfort, Your Honor.

16 THE COURT: Is it the same alignment? I mean, it --
17 is it the same issue --

18 MS. RENFRO: Yeah, yeah. Straightforward direct
19 eminent domain cases where PG&E is the plaintiff. No
20 counterclaims or cross-claims.

21 THE COURT: But what is -- procedurally, what's
22 different between Mr. Jenny's four and yours?

23 MS. RENFRO: I don't know procedurally or not, the
24 other objection that we had to the way the eminent domain cases
25 in which PG&E is the plaintiff are being treated by the

PG&E Corporation, et al.

1 proposed order by PG&E is this idea that over a certain dollar
2 limit those cases are going to a committee or to the board for
3 approval before we get to payment on settlement agreements or
4 judgments, jury awards determining what just compensation is.
5 And we did file a separate motion, but we discussed a little
6 bit in our limited opposition here, the reason why those
7 determinations of just compensation, something our clients are
8 constitutionally entitled to be paid for interest where PG&E
9 has already gone out, taken prejudgment possession, put
10 infrastructure on their properties, that that should not be up
11 for debate whether or not those folks are going to get paid.

12 THE COURT: It's not. It's timing and method. I
13 mean --

14 MS. RENFRO: And expense and burden for our client.

15 THE COURT: Well, it may be, but look, PG&E owes
16 billions of dollars, and they're trying to simplify the way it
17 goes. And one of the ways we do it in these complex cases is
18 by having independent groups like the creditors' committee sign
19 off on things with huge thresholds. I mean, there are
20 threshold levels in this case that wouldn't even -- would
21 require full notice and hearings in smaller cases. And so the
22 bigger the case, the more granularly you have to be in making
23 things work sufficiently. But I don't think it's any
24 substantive due process or violation of the Constitution to ask
25 your clients to wait a little bit to get paid. And so

PG&E Corporation, et al.

1 that's -- and that was what I was reading in here. My
2 goodness, it sounds like the end of the world here with this
3 going to be done. Really.

4 MS. RENFRO: Well, Your Honor, not the end of the
5 world, but we have a system and we have procedural and
6 substantive protection for the property owners. These are
7 individuals who own property where PG&E has already gone out
8 onto the property. We need to be able to ensure that in a
9 timely manner and without undue burden and expense, because
10 every dollar our clients spend reduces their --

11 THE COURT: I agree.

12 MS. RENFRO: -- their just compensation.

13 THE COURT: I agree. I agree.

14 MS. RENFRO: And we know the Court has --

15 THE COURT: And then the time we've had in this
16 discussion we could have --

17 MS. RENFRO: Yeah.

18 THE COURT: -- it could be filed. I mean, the point
19 is, I'm not faulting you for filing your opposition here, but
20 when I read it, I thought maybe I've got the wrong case. I
21 mean, it sounded like somebody was sending you to jail. I
22 mean, we have here -- the company is trying pay its debts to
23 your client.

24 MS. RENFRO: Well, we'd like that too. We would just
25 like to save everyone the time and trouble of dealing with us

PG&E Corporation, et al.

1 in the future on a case-by-case basis.

2 THE COURT: Ms. Liou, will you simplify this one, too,
3 in your mind? We simplified Mr. Jenny's four. Is there a way
4 that you could suggest that we could simplify this without
5 implicating the Fifth Amendment of the Constitution and the
6 denial of the due process?

7 MS. RENFRO: Well --

8 MS. LIOU: One suggestion I have, but I think it would
9 require the input of the formal committee here, is it sounds
10 like counsel is requesting that her proceedings be carved out
11 of these procedures.

12 THE COURT: Well, but I mean, come on; work with me to
13 come up with an efficient way to go. What is the quickest way
14 to let you and the lawyers on your side move on to the next
15 problem and let Ms. Renfro and her clients go on with their
16 life if there were no bankruptcy. So give me a practical
17 solution here.

18 MS. LIOU: I mean, the practical solution are these
19 procedures that we've proposed, Your Honor. I mean, we have
20 created streamline procedures so that we can get these matters
21 before the relevant parties as soon as possible. If these are
22 proceedings where there actually is some kind of judgment, I'm
23 not sure that any of the formal committees are -- I mean, I
24 can't speak for them; they're here in court today -- are going
25 to take issue with PG&E honoring their commitments and paying

PG&E Corporation, et al.

1 those post-petition judgments.

2 MS. RENFRO: Well, then maybe a carve-out is
3 appropriate. If those interests are represented in the
4 courtroom here today --

5 THE COURT: Ma'am, you need to be closer to the
6 microphone. We're just not picking up in the microphone.

7 MS. RENFRO: Excuse me. Well, then maybe a carve-out
8 is appropriate for the eminent domain cases due to their kind
9 of special nature. And if we have the relevant interested
10 parties in the courtroom today and they want to confirm that
11 they will not have a problem with that, then let's not leave it
12 to a process that's unnecessary.

13 THE COURT: Okay. Let me just look at something. I
14 thought this was going to be simple, and maybe it still is and
15 I'm just missing the point here. What are the dollar amounts
16 under your claims? I mean, Mr. Jenny's are relatively small.
17 Yours are relatively small too, aren't they?

18 MS. RENFRO: Well, ours vary. And I want to say in
19 the larger of the cases, we're talking about potentially up to
20 a seven-million-dollar figure.

21 THE COURT: Oh, okay.

22 MS. RENFRO: I mean, the likely -- as these cases go,
23 one appraiser says one thing and another says another, and we
24 don't know where we will end up.

25 THE COURT: Correct. I know, but it's not six

PG&E Corporation, et al.

1 figures; it's seven.

2 MS. RENFRO: Sure, yeah.

3 THE COURT: Okay. Well, I mean, I guess I'm resisting
4 for the moment, a carve-out because carve-out means another
5 round of getting something carved back in again. So have you
6 seen the form of order that Ms. Liou has prepared?

7 MS. RENFRO: I've seen the form of order. If this
8 Court would be comfortable doing it, we have a motion that's on
9 calendar for the 24th --

10 THE COURT: I know you do, and I'm trying to avoid
11 that.

12 MS. RENFRO: Me too. Me too, Your Honor. But I mean,
13 that's really what we want. Is we want a carve-out for this
14 category given that the compensation is fundamentally
15 different. These are not folks who voluntarily contracted.
16 These are people who are entitled to this money. It's
17 burdensome for them to participate in the --

18 THE COURT: No, but I asked if you saw those orders?

19 MS. RENFRO: I did.

20 THE COURT: What would you -- I mean, do you have some
21 suggested changes? I mean, is there something that would make
22 that order more palatable to you?

23 MS. RENFRO: Well, I would simply revise it so that
24 the eminent domain cases -- let's see, looking at page -- I
25 mean --

PG&E Corporation, et al.

1 THE COURT: Well, let's not talk about the eminent
2 domain cases. Let's talk about your clients and what do we --
3 you're not picking up some more are you?

4 MS. RENFRO: I don't know, Your Honor.

5 THE COURT: Okay. Well, let's --

6 MS. RENFRO: I leave open the possibility and I'm --

7 THE COURT: And that's okay. I didn't mean to imply
8 that you can't go out and take care of more clients. I'm just
9 saying the clients you speak for today, let's see if we can
10 simplify solving their problems. So do you have a suggestion
11 on how it would get simplified? Language-wise? And I don't
12 want to have another hearing; I'll do it. I'll be here.
13 You're the one that has to come to the hearing. I'm trying to
14 make it simple so we can put this baby to bed.

15 MS. RENFRO: I suppose a paragraph accepting the
16 specific cases, noting the specific cases, and we could lift
17 some language from the proposed order we prepared on the other
18 motion to put it in here. I think trying to craft that on the
19 fly for you here is difficult. I'd certainly be happy to go in
20 the hallway and try to work something out. But --

21 THE COURT: Well, let's see if Ms. Liou can do it. I
22 mean, Ms. Liou, what do you want -- do you want me to give you
23 and Ms. Renfro a chance to work it out or do you want me to
24 just kick this over to the 24th of April and we'll try to get
25 it resolved then? I mean, this looks like it's solvable, but I

PG&E Corporation, et al.

1 don't know. What do you want me to do?

2 You've got some helpers from the creditors' committee?

3 MR. KRELLER: Good afternoon, Your Honor, Thomas
4 Kreller of Milbank, LLP.

5 THE COURT: You've got a solution, Mr. Kreller?

6 MR. KRELLER: Unfortunately I don't, and for a few
7 different reasons. One is, obviously, I'm not sitting here
8 with my committee of nine to make decisions that would carve a
9 category that's a bit of an unknown certainly for me sitting
10 here. I'm not quite sure what we're carving out or what door
11 we're opening for that carve-out to get bigger and bigger. And
12 so it's hard to agree to anything today in a bit of a vacuum.
13 And certainly not, ultimately without my client's input.

14 THE COURT: Okay.

15 MR. KRELLER: I think if we were to kick this over to
16 the 24th, frankly, it does sound solvable to me, but from my
17 perspective at least, I'd need some information and a little
18 bit of time with my clients.

19 THE COURT: Okay. So let me turn that around. Ms.
20 Liou, what about if we try this. What if we continue the
21 matters pertaining to Ms. Renfro's clients for all purposes
22 from today's -- April 10th to April 24th, we separately do the
23 order that -- well, the comfort orders that Mr. Jenny wanted
24 for his clients, and then have your proposed order that's
25 agreeable to Oakland and the municipalities and everybody else.

PG&E Corporation, et al.

1 And then we've got it all resolved, I think.

2 And then between now and the 24th, if you and Ms.
3 Renfro, with the participation of this committee, can get it
4 resolved, we got it resolved, and if it's not I'll listen to
5 the arguments and make a decision on the 24th. Does that work?

6 MS. LIOU: So I think that sounds like a great plan,
7 but I want to clarify one thing. So you will be entering the
8 proposed order today, but we will preserve the Renfro issues
9 for dealing with on the 24th, and if we needed to submit a
10 modified proposed order at that point in time we could then do
11 so, right?

12 THE COURT: Well, I have to confess to you, because as
13 you know, I keep track of a lot of things. And so I don't
14 personally know exactly what the proposed order says. But it
15 has to get modified slightly anyway to take Mr. Jenny's clients
16 out of it. And that's a separate order. And it has to get Ms.
17 Renfro's clients out of it. So you have to take them out of
18 the order, don't you?

19 MS. LIOU: Yes. We can do that.

20 THE COURT: Yeah. Well, I mean, I don't want to sign
21 an order that disposes of her client's issues when they're not
22 being disposed of. So --

23 MS. LIOU: Um-hum.

24 THE COURT: -- I'm trying to give -- protect her
25 clients but get you the benefit of finality for everybody else

PG&E Corporation, et al.

1 in the universe who is impacted by today's --

2 MS. LIOU: Just to be clear, though, I think that Mr.
3 Jenny's clients just wanted a determination that the automatic
4 stay didn't apply. And I don't think that that requires any
5 change --

6 THE COURT: Okay.

7 MS. LIOU: -- to the proposed order.

8 THE COURT: Do you agree with that, Mr. Jenny?

9 MS. RENFRO: I don't agree with that.

10 THE COURT: Well, let Mr. Jenny --

11 MS. RENFRO: Okay.

12 THE COURT: Do you agree that if you get your nice
13 little comfort order that you can show the superior court judge
14 there's no stay, go forward, then you don't have any problem
15 with the, sort of, administrative approach that the debtor has
16 for the motion, generally?

17 MR. JENNY: Correct. I'm here for four cases only,
18 and as long as the -- I mean, the broader order, as I read it,
19 does apply to me; as long as I have a more specific order, that
20 carves me out.

21 THE COURT: Okay.

22 MR. JENNY: And I'm not sure how to present it to the
23 Court. I'm not sure how it works.

24 THE COURT: You're an electronic filer though, right?

25 MR. JENNY: Yes, sir.

PG&E Corporation, et al.

1 THE COURT: Then you just submit that order that you
2 have, get Ms. Liou to sign off on it, and upload it for entry.

3 MR. JENNY: Yes, sir.

4 THE COURT: Okay. So Ms. Renfro, don't we preserve
5 your position by putting it over? The order today -- Ms. Liou
6 said will I sign it today; I may not sign it until tomorrow,
7 but the point is, I'll sign it -- it won't affect your clients.

8 MS. RENFRO: Okay. My only discomfort at the moment
9 is with paragraph 13 of the proposed order, because that says
10 to the extent applicable, the automatic stay shall be lifted
11 with respect to eminent domain proceedings as necessary in
12 instances where PG&E stipulates to lift the stay. And we've
13 talked about, today, the fact that the automatic stay is not
14 currently in effect --

15 THE COURT: Can we have --

16 MS. RENFRO: -- and should not be barring those cases.

17 MS. LIOU: The language says "to the extent" --

18 THE COURT: -- a footnote on the new order that says
19 nothing in this order effects the following parties, and just
20 name all your clients in a footnote and say that's the subject
21 of a further order on the 24th?

22 MS. RENFRO: I'll take it, Your Honor. That's fine.

23 MR. KRELLER: I'm on it.

24 THE COURT: Okay. Do you want --

25 MS. LIOU: I'm sorry, Your Honor. I just want to make

PG&E Corporation, et al.

1 sure we're clear on this because I don't want parties to try to
2 request broader relief than they were requesting earlier in
3 this hearing. So I just do want to point out that in paragraph
4 13, it does start with "to the extent applicable". So no one
5 is making any determination about applicability under this
6 order. No one's rights are being prejudiced under this order.

7 MS. RENFRO: It breeds confusion. It breeds
8 confusion, "to the extent applicable", but it's suggesting that
9 the relief is necessary.

10 THE COURT: Yes, I agree with you. It's confusing.
11 What's wrong with putting something in this order that says
12 nothing in this order applies to -- and naming all of Ms.
13 Renfro's clients and --

14 MS. LIOU: I'm comfortable doing that --

15 THE COURT: -- all of Mr. Jenny's clients.

16 MS. LIOU: -- for Ms. Renfro's clients, but he did
17 not --

18 THE COURT: I know he didn't.

19 MS. LIOU: Your Honor --

20 THE COURT: He didn't.

21 MS. LIOU: -- he didn't ask for that relief.

22 THE COURT: But I did.

23 MS. LIOU: Right? He --

24 MS. RENFRO: He's a nice guy.

25 MS. LIOU: He only asked for a determination about

PG&E Corporation, et al.

1 whether or not the stay applies to those proceedings, and
2 now --

3 THE COURT: Ms. Liou?

4 MS. LIOU: -- we're expanding that.

5 THE COURT: Ms. Liou? Ms. Liou? I asked for it.
6 Okay?

7 MS. LIOU: Okay.

8 THE COURT: My goal is to avoid confusion. State
9 court judges get confused when they're dragged into bankruptcy
10 world. I'm going to unconfuse them to the best that I can.

11 Mr. Jenny?

12 MR. JENNY: Sir?

13 THE COURT: What would you like? The same thing on a
14 footnote?

15 MR. JENNY: Yes, sir, footnote me out.

16 THE COURT: But then you won't be governed by any
17 footnote other -- or any order other than the new one that
18 you're submitting. Is that okay?

19 MR. JENNY: My new order -- yes, sir. It will remove
20 the stay.

21 THE COURT: Okay. Okay. Ms. Liou, again, your job is
22 to tell me whether there's any downside other than just the
23 mechanics of it. Any problems with this?

24 MS. LIOU: Yeah. I'll just state on the record that
25 we oppose the fact that we are now carving out all of these

PG&E Corporation, et al.

1 individuals, but we are obviously supportive of the entry of
2 the rest of the order.

3 THE COURT: Yesterday, some of your colleagues asked
4 me to sign an order that effects 10,000 people, and I said I'm
5 not comfortable because I don't understand it. So we waited
6 and we're going to have another hearing --

7 MS. LIOU: Right.

8 THE COURT: -- and I'm maybe going to solve it for
9 10,000 people. All I'm trying to do today is solve it for
10 about twelve people, and so by not including them in an order
11 that serves very, very broad purposes, it solves that problem.

12 MS. LIOU: I understand, Your Honor.

13 THE COURT: Okay. All right. Then to review the
14 bidding, I'm going to get a revised blanket order from Ms. Liou
15 for the benefit of everything that's affected by today's motion
16 other than the two groups of people represented by the two
17 other counsel here at the podium, and the new order will
18 exclude those folks and there will be a separate series of
19 orders for Mr. Jenny's seven (sic) people and four litigations
20 and just a continuation.

21 So the minutes will reflect the matters related to Ms.
22 Renfro's clients are put over and will be dealt with on April
23 24th. And we have that as a calendar label on it. And then,
24 Ms. Renfro, with a little luck I won't see you on the 24th if
25 it can get resolved with a little help from the creditors'

PG&E Corporation, et al.

1 committee. Okay?

2 MS. RENFRO: Okay.

3 MS. LIOU: Thank you, Your Honor.

4 THE COURT: We good? Everything okay? Anyone else
5 want to be heard on any subject?

6 Okay. Thank you for your time. Good luck.

7 MR. KRELLER: Thank you, Your Honor.

8 (Whereupon these proceedings were concluded at 2:04 PM)

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

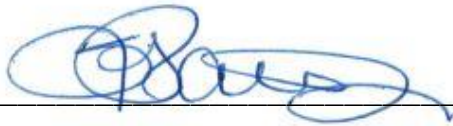
24

25

PG&E Corporation

C E R T I F I C A T I O N

I, Susan Patterson, certify that the foregoing transcript is a true and accurate record of the proceedings.



/s/ SUSAN PATTERSON, CDLT-174

eScribers

7227 N. 16th Street, Suite #207

Phoenix, AZ 85020

Date: April 11, 2019

	9:1	APRIL (6)	bigger (3)	21:20,22;22:20
#	agreement (3)	4:1;26:24;27:22,22;	21:22;27:11,11	case-by-case (3)
	7:4,24;8:2	33:22;35:15	billions (1)	9:2;11:17;23:1
#207 (1)	agreements (4)	arguments (1)	21:16	cases (34)
35:12	12:10;13:20;14:11;	28:5	bit (5)	6:10,22,25;7:1,13,
	21:3	around (1)	21:6,25;27:9,12,18	14:10;12,16;13:21;
/	agrees (1)	27:19	blanket (1)	14:8,18,24;15:1,1,11,
	15:12	assigned (1)	33:14	12,15,21;17:11,23;
/s/ (1)	ahead (1)	6:23	board (1)	20:19,24;21:2,17,21;
35:9	19:2	attended (1)	21:2	24:8,19,22;25:24;26:2,
	Alegria (1)	14:10	bogged (2)	16,16;29:17;30:16
A	14:17	authority (1)	15:25;16:1	category (3)
	alignment (1)	8:9	both (2)	8:6;25:14;27:9
ability (2)	20:16	authorization (1)	7:11;10:2	CDLT-174 (1)
9:8;10:5	allow (1)	8:4	bothered (1)	35:9
able (2)	7:12	authorized (1)	6:18	certain (3)
9:22;22:8	almost (1)	8:2	breeds (2)	4:23;5:10;21:1
accept (1)	16:13	automatic (14)	31:7,7	certainly (3)
5:20	although (1)	6:6,8,10;7:1;10:21;	broad (3)	26:19;27:9,13
accepting (1)	14:13	12:3,3;14:6;16:8;	14:21;16:4;33:11	certify (1)
26:15	Amendment (1)	18:22,24;29:3;30:10,	broader (2)	35:3
accurate (1)	23:5	13	29:18;31:2	Cesar (1)
35:4	among (1)	avoid (2)	brought (1)	14:17
acting (1)	5:8	25:10;32:8	17:11	chance (1)
18:17	amounts (1)	awards (1)	bucket (1)	26:23
action (9)	24:15	21:4	10:16	change (1)
6:5;9:7;11:18;12:2,3,	and/or (1)	aware (3)	buckets (2)	29:5
4,5,18;16:4	4:20	6:20;8:8;12:14	8:18;12:13	changes (2)
actions (9)	Andrew (1)	AZ (1)	burden (2)	5:11;25:21
4:24;6:3;7:21;8:8,	4:15	35:13	21:14;22:9	Chapter (1)
21;9:5,6;16:16;17:7	Apart (2)		burdensome (1)	17:17
actually (1)	17:4;18:13	B	25:17	choices (1)
23:22	Apparently (1)			19:2
addition (1)	7:11	baby (1)	C	City (1)
5:7	appeal (2)	26:14		5:5
administrative (1)	12:6;13:2	back (2)	calendar (2)	claimants' (1)
29:15	appealed (1)	15:14;25:5	25:9;33:23	5:9
admissions (1)	11:21	bankruptcy (4)	CALIFORNIA (2)	claims (2)
13:4	appealing (1)	7:4,8;23:16;32:9	4:1;5:4	8:9;24:16
advocating (1)	11:24	bar (2)	Call (2)	clarify (2)
10:21	appearing (2)	6:10;7:1	4:3,11	7:17;28:7
affect (1)	5:23;13:16	barring (1)	can (17)	clear (5)
30:7	applicability (1)	30:16	5:19;7:17;10:23;	8:24;9:22;18:23;
affected (1)	31:5	based (2)	17:21;19:3,6;20:1;	29:2;31:1
33:15	applicable (3)	6:25;7:25	23:20;26:9,14,21;28:3,	client (6)
afternoon (5)	30:10;31:4,8	basis (2)	19;29:13;30:15;32:10;	12:17,18,19;16:25;
4:4,6,8;5:22;27:3	applies (4)	11:17;23:1	33:25	21:14;22:23
again (5)	8:25;17:8;31:12;	basket (1)	care (1)	clients (27)
7:6;9:24;17:10;25:5;	32:1	17:11	26:8	9:9;10:15;11:7;15:2;
32:21	apply (10)	bed (1)	carve (1)	16:14;20:1,14;21:7,25;
against (2)	9:14,15,18;10:6;	26:14	27:8	22:10;23:15;26:2,8,9;
12:4,5	11:15,23;12:25;16:8;	begun (1)	carved (2)	27:18,21,24;28:15,17,
agencies (1)	29:4,19	9:18	23:10;25:5	25:29;3;30:7,20;31:13,
5:4	appraiser (1)	behalf (3)	carve-out (6)	15,16;33:22
agenda (1)	24:23	5:23;6:24;13:16	24:2,7;25:4,4,13;	client's (4)
4:11	approach (1)	believes (2)	27:11	10:10,10;27:13;
agree (11)	29:15	9:15;12:17	carves (1)	28:21
6:16;10:4;14:24;	appropriate (3)	benefit (2)	29:20	closer (1)
22:11,13,13;27:12;	16:9;24:3,8	28:25;33:15	carving (2)	24:5
29:8,9,12;31:10	approval (2)	best (1)	27:10;32:25	colleagues (1)
agreeable (1)	4:20;21:3	32:10	case (10)	33:3
27:25	approve (1)	bidding (1)	7:4;8:1,10;9:19;	comfort (12)
Agreed (1)	10:2	33:14	11:21;17:9;18:17;	16:22;17:6;18:15,18,

24,24;19:2,14,22; 20:15;27:23;29:13	conversations (2) 7:2,25		discuss (2) 16:24;17:1	4:24;5:25;6:22,23; 7:14,20;13:21;14:7; 15:21;16:5;17:8;20:19, 24;24:8;25:24;26:1; 30:11
comfortable (4) 19:19;25:8;31:14; 33:5	Corporation (1) 4:5	D	discussed (1) 21:5	end (3) 22:2,4;24:24
comments (1) 5:8	correctly (1) 17:10	date (2) 12:1;35:15	discussion (1) 22:16	enforce (1) 12:10
commitments (1) 23:25	counsel (12) 4:7;6:23,25;7:3,10; 9:11,14;10:20,20; 14:17;23:10;33:17	days (1) 10:1	disposed (1) 28:22	enough (1) 19:8
committee (10) 4:20;5:9,9;21:2,18; 23:9;27:2,8;28:3;34:1	counterclaims (2) 16:6;20:20	dealing (2) 22:25;28:9	disposes (1) 28:21	ensure (1) 22:8
committees (1) 23:23	couple (2) 11:9,13	deals (1) 17:6	distance (1) 10:24	enter (1) 4:17
company (1) 22:22	Court (151) 4:3,4,8,13,15,20;5:2, 12,14,16;6:2,4,12,14, 17,20;7:6,8,15,18;8:3, 5,11,13,17,20,23;9:1,4; 10:1,2,4,8,17,19,23; 11:1,4,7,11,14,16,19, 22,25;12:12,15;13:8, 10,12,15,18,23;14:1,6, 9,12,15,19,22;15:4,7,9, 16,18,20,23,25;16:10, 13,21;17:1,6,9,20,22; 18:2,5,7,9,11,17,21,23; 19:8,13,16,18,21;20:6, 12,16,21;21:12,15; 22:11,13,14,15,18; 23:2,12,24;24:5,13,21, 25;25:3,8,10,18,20; 26:1,5,7,21;27:5,14,19; 28:12,20,24;29:6,8,10, 12,13,21,23,24;30:1,4, 15,18,24;31:10,15,18, 20,22;32:3,5,8,9,13,16, 21;33:3,8,13;34:4	dealt (1) 33:22	divide (2) 8:13;10:11	entered (2) 10:3;12:9
compensation (5) 15:19;21:4,7;22:12; 25:14		debate (1) 21:11	docket (5) 4:11,24,25;5:12; 13:11	entering (1) 28:7
complaints (1) 14:5		debtor (7) 6:5;12:4,5,5,23; 17:17;29:15	documents (1) 14:14	entitled (2) 21:8;25:16
complex (1) 21:17		debtors (8) 4:7,16;5:7;7:22,25; 8:2;12:9;13:9	dollar (3) 21:1;22:10;24:15	entry (2) 30:2;33:1
complicate (1) 18:20		debtor's (1) 4:12	dollars (1) 21:16	eScribers (1) 35:11
concerned (2) 13:3;16:2		debts (1) 22:22	domain (17) 4:24;6:1,22,23;7:14, 21;13:21;14:7;15:21; 16:5;17:8;20:19,24; 24:8;25:24;26:2;30:11	establish (1) 4:19
concluded (1) 34:8		decision (1) 28:5	done (2) 17:10;22:3	estate (1) 18:14
confer (1) 7:3		decisions (1) 27:8	door (1) 27:10	even (5) 10:20;12:25;13:1; 17:16;21:20
confess (1) 28:12		declaration (2) 4:15;10:6	down (3) 15:25;16:1;18:5	evening (1) 5:12
confirm (1) 24:10		defendant (1) 12:6	downside (1) 32:22	everybody (3) 18:5;27:25;28:25
confused (3) 10:8;16:18;32:9		defendants (3) 8:22;16:15,15	dragged (1) 32:9	everyone (2) 19:5;22:25
confusing (1) 31:10		defending (1) 12:18	due (3) 21:24;23:6;24:8	exactly (2) 18:12;28:14
confusion (3) 31:7,8;32:8	courtroom (2) 24:4,10	defense (1) 15:21	E	example (3) 11:18;12:8;13:5
consensual (2) 15:9;20:7	covering (1) 8:5	denial (1) 23:6		exclude (1) 33:18
consensually (1) 10:3	CPUC (1) 5:10	Desmond (1) 5:23	earlier (1) 31:2	excuse (2) 12:2;24:7
consent (1) 9:23	craft (1) 26:18	determination (10) 9:3,7,13,17;11:6,20; 16:8;29:3;31:5,25	effect (4) 16:22;20:3,4;30:14	executed (2) 7:24;14:14
Constitution (2) 21:24;23:5	crazy (1) 19:24	determinations (1) 21:7	effects (2) 30:19;33:4	execution (1) 12:20
constitutionally (1) 21:8	created (1) 23:20	determine (1) 7:13	efficient (1) 23:13	expanding (1) 32:4
consummate (1) 4:17	creditors' (4) 5:9;21:18;27:2; 33:25	determining (2) 4:19;21:4	efficiently (1) 17:10	expense (2) 21:14;22:9
context (2) 11:6;16:2	cross- (1) 14:4	DF (1) 5:24	efforts (1) 7:3	experience (1) 18:21
continuation (1) 33:20	cross-claims (1) 20:20	different (6) 6:17;12:12;17:11; 20:22;25:15;27:7	either (3) 15:1,6,12	extent (5) 9:14;30:10,17;31:4,8
continue (2) 4:17;27:20	cross-complainants (1) 16:15	difficult (1) 26:19	electronic (1) 29:24	F
continuing (1) 12:4	current (1) 10:20	direct (1) 20:18	else (4) 18:25;27:25;28:25; 34:4	fact (3) 6:21;30:13;32:25
contracted (1) 25:15	currently (1) 30:14	discomfort (1) 30:8	eminent (17)	

faulting (1) 22:19	fourteen (1) 10:1	happy (1) 26:19	inform (1) 4:22	Jenny's (8) 16:14;20:22;23:3; 24:16;28:15;29:3; 31:15;33:19
favor (1) 17:16	FRANCISCO (1) 4:1	hard (1) 27:12	informal (1) 5:8	Jessica (1) 4:6
few (1) 27:6	frankly (1) 27:16	headed (1) 14:13	information (1) 27:17	job (1) 32:21
Fifth (1) 23:5	full (1) 21:21	heard (2) 5:16;34:5	infrastructure (1) 21:10	joinder (5) 4:25;13:5,6,17;16:19
figure (1) 24:20	fully (2) 5:4,6	hearing (4) 26:12,13;31:3;33:6	inhouse (1) 14:17	judge (3) 16:17;18:25;29:13
figures (1) 25:1	fundamentally (1) 25:14	hearings (1) 21:21	initial (1) 11:18	judges (3) 18:21;23;32:9
file (5) 9:16,25;18:18;19:9; 21:5	further (1) 30:21	help (1) 33:25	initiated (7) 6:15;7:20;9:6;11:18; 12:5;16:5,16	judgment (2) 12:20;23:22
filed (17) 4:14,23,25;5:3,5,12, 24:6;5,21;7:21;8:8;9:9; 13:5,12,20;14:17; 22:18	future (1) 23:1	helpers (1) 27:2	initiation (2) 12:2,2	judgments (2) 21:4;24:1
filer (1) 29:24	G	Hold (1) 6:12	input (2) 23:9;27:13	jury (1) 21:4
filing (1) 22:19		Honor (30) 4:6,16,22;5:22;6:9, 16;7:17;9:10,21;10:14; 11:3,9;13:14;16:3,24; 17:25;18:3;19:3;20:15; 22:4;23:19;25:12;26:4; 27:3;30:22,25;31:19; 33:12;34:3,7	instance (1) 10:7	K
finality (1) 28:25	generally (1) 29:16	honoring (1) 23:25	instances (2) 12:8;30:12	
fine (3) 17:12;20:9;30:22	given (1) 25:14	huge (1) 21:19	interest (1) 21:8	keep (1) 28:13
Finish (1) 18:9	goal (1) 32:8	hypotheticals (1) 11:13	interested (3) 10:15,15;24:9	Kenny (1) 16:13
firm (1) 5:23	goes (1) 21:17	I	interests (2) 4:18;24:3	kick (2) 26:24;27:15
first (3) 7:19;11:12;17:2	Good (9) 4:4,5,8;5:20,22;19:8; 27:3;34:4,6		interfered (1) 10:11	kind (4) 8:10;9:7;23:22;24:8
fly (1) 26:19	goodness (1) 22:2	idea (1) 21:1	interference (1) 10:9	kinds (1) 17:11
folks (4) 19:23;21:11;25:15; 33:18	Gotshal (1) 4:7		into (5) 4:17;8:14;10:12; 12:9;32:9	knowing (1) 12:24
follow (2) 13:2,3	governed (1) 32:16	identification (1) 5:18	inverse (1) 14:5	KRELLER (7) 27:3,4,5,6,15;30:23; 34:7
following (1) 30:19	grant (1) 16:3	impacted (1) 29:1	involved (1) 7:13	Kristen (1) 5:22
footnote (5) 30:18,20;32:14,15, 17	granularly (1) 21:22	impediment (1) 7:9	issue (9) 6:6,6,7,9;9:10;19:6, 7;20:17;23:25	L
foregoing (1) 35:3	great (1) 28:6	implicated (2) 17:13;18:23	issues (3) 16:7;28:8,21	
forget (1) 15:7	groups (3) 17:14;21:18;33:16	implicates (1) 12:21	item (1) 4:10	label (1) 33:23
form (2) 25:6,7	guess (3) 5:15;12:24;25:3	implicating (1) 23:5	J	land (2) 7:23;9:8
formal (4) 4:23;5:7;23:9,23	guidelines (1) 20:8	implications (1) 16:16		landlords (1) 5:10
forward (4) 4:10;5:18;17:15; 29:14	guy (1) 31:24	imply (1) 26:7	jail (1) 22:21	language (3) 9:22;26:17;30:17
four (19) 4:22;13:21;14:18,24, 25;15:10;16:14,15,15, 23;17:7,14,23;18:15; 20:1,22;23:3;29:17; 33:19	H	includes (1) 9:21	JAMS (1) 14:10	Language-wise (1) 26:11
		including (1) 33:10	JENNY (44) 13:14,16,16,18,21, 25;14:4,7,10,13,16,20, 23;15:6,8,12,17,19,22, 24;16:12,12,13,19; 17:25;19:8,11,14,17, 19;20:4,11,14;27:23; 29:8,10,17,22,25;30:3; 32:11,12,15,19	large (1) 15:15
	hallway (1) 26:20	incredibly (1) 16:4		larger (2) 9:10;24:19
	handles (1) 6:22	independent (1) 21:18		law (4) 5:23;12:1,1,19
	happen (1) 19:21	individuals (3) 9:18;22:7;33:1		lawyer (1) 17:14
	happening (1) 6:24			lawyers (3) 7:6,8;23:14
	happens (3) 15:5,5,10			

least (1) 27:17	lot (1) 28:13	24:6,6	30:18;32:17,19; 33:17	27:11
leave (2) 24:11;26:6	lots (1) 17:12	might (1) 11:15	next (3) 15:5,10;23:14	operates (1) 6:10
left (1) 4:8	love (1) 20:14	Milbank (1) 27:4	nice (2) 29:12;31:24	oppose (1) 32:25
levels (1) 21:20	lower (1) 15:13	mind (4) 15:10;18:19;19:16; 23:3	nine (1) 27:8	opposed (1) 19:25
levy (1) 12:19	luck (2) 33:24;34:6	minute (1) 18:7	nonissue (1) 7:16	opposing (1) 9:14
lienholders (1) 5:10	M	minutes (1) 33:21	noted (1) 5:11	opposition (5) 4:24;5:25;13:6;21:6; 22:19
life (2) 17:15;23:16		misconstrues (1) 9:11	notice (6) 11:11;18:19;19:9,10; 25:21:21	order (57) 4:3;7:5,12;9:21; 10:2;14:20;16:21,22; 17:5,6,22,25;18:1,13, 15,18,19;19:2,6,11,20; 20:2,4;21:1;25:6,7,22; 26:17;27:23,24;28:8, 10,14,16,18,21;29:7, 13,18,19;30:1,5,9,18, 19,21;31:6,6,11,12; 32:17,19;33:2,4,10,14, 17
lift (3) 9:24;26:16;30:12	Ma'am (1) 24:5	misconstruing (1) 11:25	notices (7) 6:21;7:21;8:8;9:9; 13:20;17:21;19:4	orders (5) 19:22;20:2;25:18; 27:23;33:19
lifted (2) 9:3;30:10	magic (1) 19:15	missing (1) 24:15	noting (1) 26:16	original (2) 12:21;13:7
likely (1) 24:22	makes (2) 9:22;19:19	modified (2) 28:10,15	nuances (1) 18:22	ours (1) 24:18
limit (1) 21:2	making (3) 9:13;21:22;31:5	moment (2) 25:4;30:8	number (7) 4:11,25,25;5:8,13; 7:19;13:11	out (19) 5:19;15:5;17:13; 19:20,23;21:9;22:7; 23:10;26:8,20,23; 27:10;28:16,17,17; 29:20;31:3;32:15,25
limited (4) 4:24;5:24;13:6;21:6	Manges (1) 4:7	Monday (1) 5:12	numbers (1) 15:13	outside (3) 6:23;7:9;13:7
LIQU (81) 4:5,6,10,14;5:3;7:15, 17,19;8:7,12,16,18,21, 24;9:2,5;10:5;11:1,2,5, 9,13,15,17,20,23;12:8, 13;13:3,9,11,13,19; 14:2;16:1,24;17:3,19, 21,24;18:3,6,8,9,10,12; 19:1,25;23:2,8,18; 25:6;26:21,22;27:20; 28:6,19,23;29:2,7;30:2, 5,17,25;31:14,16,19, 21,23,25;32:3,4,5,5,7, 21,24;33:7,12,14;34:3	manner (1) 22:9	money (3) 19:5;20:8;25:16	O	over (5) 21:1;26:24;27:15; 30:5;33:22
Listen (2) 19:18;28:4	many (1) 17:11	more (7) 9:16;19:19;21:22; 25:22;26:3,8;29:19	Oakland (2) 5:5;27:25	overstating (2) 17:9;18:17
litigated (1) 13:22	Matter (3) 4:5;6:15;20:2	motion (28) 4:12,14,16,21,23,25; 5:25;6:9,18;9:11,12,12, 13,17,25;11:6;13:5; 15:13;16:3;17:4,5,14; 18:14;21:5;25:8;26:18; 29:16;33:15	objection (2) 5:17;20:24	owes (1) 21:15
litigation (1) 12:21	matters (4) 6:24;23:20;27:21; 33:21	may (3) 4:16;21:15;30:6	obviously (2) 27:7;33:1	own (1) 22:7
litigations (1) 33:19	maybe (6) 6:12;22:20;24:2,7, 14;33:8	move (1) 23:14	off (3) 7:19;21:19;30:2	owners (3) 4:24;5:24;22:6
little (6) 21:5,25;27:17;29:13; 33:24,25	mean (26) 6:5;12:2;15:7;16:20; 20:16;21:13,19;22:18, 21,22;23:12,18,19,23; 24:16,22;25:3,12,20, 21,25;26:7,22,25; 28:20;29:18	moving (1) 4:10	office (1) 6:22	P
live (1) 19:24	means (1) 25:4	much (2) 4:8;18:25	office (1) 6:22	
LLP (1) 27:4	meant (2) 8:9;9:24	municipalities (1) 27:25	omnibus (1) 17:14	page (1) 25:24
long (3) 10:24;29:18,19	measures (1) 12:1	myself (1) 10:15	one (14) 12:7;13:8;17:14; 19:21;21:17;23:2,8; 24:23,23;26:13;27:7; 28:7;31:4;32:17	paid (4) 15:3;21:8,11,25
look (3) 12:15;21:15;24:13	mechanics (1) 32:23	N	ones (1) 7:21	palatable (1) 25:22
looked (1) 5:15	mechanism (1) 9:25	name (2) 5:18;30:20	one's (1) 31:6	papers (1) 10:9
looking (3) 11:17;14:25;25:24	mediation (3) 14:10;15:7;20:7	naming (2) 7:6;31:12	ongoing (1) 5:17	paragraph (3) 26:15;30:9;31:3
looks (1) 26:25	meet-and- (1) 7:2	nature (1) 24:9	only (6) 4:10;10:14,15;29:17; 30:8;31:25	
	message (1) 7:10	necessary (2) 30:11;31:9	onto (1) 22:8	
	method (1) 21:12	need (4) 15:14;22:8;24:5; 27:17	oOo- (1) 4:2	
	microphone (2)	needed (1) 28:9	open (1) 26:6	
		new (4)	opening (1)	

Pardon (1) 13:25	10:12,13,16;12:25; 13:1,23,24;14:1,4; 20:19,25	10:23;11:1,2;20:13; 23:15;24:11;29:14; 33:11		14,17,24;23:7,15;24:2, 7,18,22;25:2,7,12,19, 23:26;4,6,15,23;28:3,8; 29:9,11;30:4,8,16,22; 31:7,24;33:24;34:2
participate (1) 25:17	plaintiffs (1) 7:20	problems (3) 17:12;26:10;32:23	R	Renfro's (6) 14:24;27:21;28:17; 31:13,16;33:22
participation (1) 28:3	plan (1) 28:6	procedural (3) 9:12,25;22:5	raised (1) 16:19	representations (1) 6:25
particular (1) 10:7	play (1) 16:7	procedurally (3) 16:14;20:21,23	raising (1) 6:5	represented (2) 24:3;33:16
parties (9) 5:9;7:24;8:10;10:2; 12:10;23:21;24:10; 30:19;31:1	Please (1) 4:4	procedures (6) 4:19;16:3;20:8; 23:11,19,20	rather (2) 12:22;19:11	representing (3) 12:17,25;17:14
party (4) 9:23;11:21,23;13:2	PM (2) 4:1;34:8	proceeding (3) 9:16;16:5;19:6	read (3) 12:3;22:20;29:18	request (1) 31:2
Patterson (2) 35:3,9	podium (1) 33:17	proceedings (14) 7:1,20,22;9:10; 13:20;17:8;18:16;19:5; 23:10,22;30:11;32:1; 34:8;35:4	reading (1) 22:1	requested (1) 13:9
pay (3) 8:9;20:8;22:22	point (8) 6:7;7:4;18:9;22:18; 24:15;28:10;30:7;31:3	process (3) 21:24;23:6;24:12	real (5) 4:12,18;5:15;18:13; 19:23	requesting (2) 23:10;31:2
paying (1) 23:25	pose (2) 11:9,13	produced (1) 7:4	really (4) 8:18;13:6;22:3; 25:13	require (3) 4:20;21:21;23:9
payment (3) 8:3;12:11;21:3	position (1) 30:5	prohibits (1) 12:18	reason (2) 9:15;21:6	requires (1) 29:4
pending (2) 9:16;15:13	positions (1) 14:24	projects (1) 15:2	reasons (1) 27:7	resisting (1) 25:3
people (9) 17:13,14;19:21; 25:16;33:4,9,10,16,19	possess (1) 9:8	Properties (2) 5:24;21:10	received (1) 5:8	resolution (1) 20:7
perhaps (1) 7:10	possession (3) 7:23;13:22;21:9	property (9) 4:12,18,23;5:24; 12:22;15:2;22:6,7,8	record (3) 4:6;32:24;35:4	resolved (9) 5:4,6,11,17;26:25; 28:1,4,4;33:25
period (1) 20:3	possibility (1) 26:6	proposed (12) 7:11;9:21;18:13; 21:1;23:19;26:17; 27:24;28:8,10,14;29:7; 30:9	recover (2) 12:20,22	respect (3) 8:12;18:15;30:11
personalize (2) 12:15,16	possible (1) 23:21	protect (1) 28:24	redline (1) 5:11	response (2) 5:3,5
personally (1) 28:14	post-petition (1) 24:1	protection (1) 22:6	reduces (1) 22:10	responses (2) 4:23;5:7
perspective (1) 27:17	potential (1) 5:10	provide (1) 17:5	reflect (1) 33:21	rest (1) 33:2
pertaining (1) 27:21	potentially (1) 24:19	purely (1) 9:12	refrain (1) 19:1	review (2) 4:20;33:13
petition (1) 12:1	practical (2) 23:16,18	purpose (1) 9:11	regardless (2) 16:5,6	reviewed (1) 5:19
PG&E (39) 4:5;6:11,15,24;7:3,8, 12,12,20;8:14,21;9:5,6, 22;10:5,12,16,20; 11:18;13:1,21;14:2,3,4, 11,17;15:12,13;16:16; 17:10;20:7,19,25;21:1, 8,15;22:7;23:25;30:12	preference (1) 19:3	purposes (2) 27:21;33:11	related (1) 33:21	revise (1) 25:23
PG&E's (1) 6:25	prejudgment (1) 21:9	put (5) 16:20;21:9;26:14,18; 33:22	relating (1) 4:18	revised (1) 33:14
Phoenix (1) 35:13	prejudiced (1) 31:6	putting (2) 30:5;31:11	relative (1) 5:25	revisions (1) 9:21
phone (1) 5:16	prejudicing (1) 9:20		relatively (2) 24:16,17	right (17) 4:13;5:14;6:2;8:19, 23:10;17;11:4,15; 12:14;15:16;18:6,10; 28:11;29:24;31:23; 33:7,13
phonetic (1) 14:10	prepared (2) 25:6;26:17	Q	relevant (2) 23:21;24:9	rights (4) 9:20;10:10,10;31:6
picking (2) 24:6;26:3	pre-petition (4) 7:23;8:1;12:9;13:19	quickest (1) 23:13	relief (11) 6:9;7:14;9:17;13:7, 9:14;23,25;16:4;31:2, 9,21	round (1) 25:5
place (2) 11:12;17:2	present (2) 20:5;29:22	quite (1) 27:10	relieve (1) 14:21	S
plaintiff (16) 6:11;8:14,15,17;9:6;	preserve (2) 28:8;30:4		remove (1) 32:19	Sacramento (1)
	presupposes (1) 6:10		RENFRO (57) 5:22,23;6:3,8,13,16, 20:7;7,11;8:5;10:8,14, 18,22,24;12:16;13:12; 14:3,21;18:1,7;20:12, 18,23;21:14;22:4,12,	
	pretty (2) 4:20;8:24			
	primarily (1) 13:3			
	problem (8)			

5:23 same (4) 20:15,16,17;32:13 SAN (1) 4:1 save (1) 22:25 saves (1) 19:5 saw (1) 25:18 saying (1) 26:9 scope (1) 13:7 Scott (1) 13:16 seated (1) 4:4 secret (1) 19:17 seek (3) 8:3;9:17;15:19 seeking (6) 4:17;6:9;12:10;13:7; 14:21,23 seems (1) 14:19 send (1) 18:22 sending (1) 22:21 separate (7) 17:6;18:13,15;19:6; 21:5;28:16;33:18 separately (2) 5:20;27:22 series (1) 33:18 serves (1) 33:11 settle (2) 15:1,12 settlement (10) 7:24;8:1;12:9;13:19; 14:11,14,16;15:6,9; 21:3 seven (2) 25:1;33:19 seven-million-dollar (1) 24:20 shall (1) 30:10 show (1) 29:13 sic (1) 33:19 side (1) 23:14 sign (7) 21:18;28:20;30:2,6, 6,7;33:4 signal (1)	18:23 signed (1) 14:11 simple (4) 5:15;12:18;24:14; 26:14 simpler (1) 12:16 simplified (2) 23:3;26:11 simplify (4) 21:16;23:2,4;26:10 simply (3) 16:14;19:4;25:23 single (1) 16:4 sitting (2) 27:7,9 situation (1) 13:4 six (1) 24:25 slightly (1) 28:15 Slow (1) 18:5 small (2) 24:16,17 smaller (1) 21:21 Solid (1) 14:7 solution (3) 23:17,18;27:5 solvable (2) 26:25;27:16 solve (4) 10:23;20:12;33:8,9 solves (1) 33:11 solving (2) 17:12;26:10 somebody (1) 22:21 soon (1) 23:21 sorry (3) 13:1;16:13;30:25 sort (1) 29:15 sound (1) 27:16 sounded (2) 5:14;22:21 sounds (5) 18:14;19:24;22:2; 23:9;28:6 speak (2) 23:24;26:9 special (1) 24:9 specific (4) 14:23;26:16,16;	29:19 specifically (1) 17:7 specifics (1) 16:10 spend (1) 22:10 standstill (1) 7:2 start (2) 13:23;31:4 State (6) 5:4;6:12;18:21,23; 32:8,24 stay (63) 6:6,8,10,14,21;7:1,9, 14,22;8:8,25;9:3,9,13, 15,17,18,24;10:6,19, 21;11:11,15,22,23; 12:1,3,3,4,7,17,21,24; 13:20;14:6,25;15:5,10, 23,24;16:8,16,22;17:2, 7,16,18,23;18:19,22, 24;19:4,10,12,12;20:3; 29:4,14;30:10,12,13; 32:1,20 stays (2) 14:17,21 still (4) 6:7;7:9;11:22;24:14 stipulate (1) 9:23 stipulates (1) 30:12 stipulation (1) 10:2 stop (1) 10:17 straightened (1) 5:19 straightforward (3) 4:21;14:7;20:18 streamline (1) 23:20 Street (1) 35:12 styled (1) 13:6 subject (2) 30:20;34:5 submit (3) 17:6;28:9;30:1 submitted (1) 7:12 submitting (2) 18:14;32:18 subset (1) 12:13 substantive (2) 21:24;22:6 successful (1) 12:6 sufficiently (1)	21:23 suggest (1) 23:4 suggested (3) 18:4,12;25:21 suggesting (2) 17:5;31:8 suggestion (3) 19:4;23:8;26:10 suggests (1) 10:21 Suite (1) 35:12 superior (1) 29:13 support (1) 4:14 supportive (1) 33:1 suppose (1) 26:15 supposed (1) 20:7 Sure (13) 6:13;7:7;8:7;10:14; 17:3;19:1,14;23:23; 25:2;27:10;29:22,23; 31:1 Susan (2) 35:3,9 system (1) 22:5	today (14) 4:10,15;16:2,19; 23:24;24:4,10;26:9; 27:12;28:8;30:5,6,13; 33:9 today's (4) 17:13;27:22;29:1; 33:15 told (1) 17:16 tomorrow (1) 30:6 towards (1) 15:6 track (1) 28:13 transaction (1) 9:24 transactions (4) 4:12,18,19;18:14 transcript (1) 35:3 treat (1) 20:10 treated (2) 20:9,25 treatment (1) 5:25 tremendously (1) 15:14 trial (5) 15:1,17,18,20;16:17 trouble (2) 12:24;22:25 true (1) 35:4 try (5) 6:17;26:20,24;27:20; 31:1 trying (9) 12:22;13:2;21:16; 22:22;25:10;26:13,18; 28:24;33:9 turn (1) 27:19 twelve (1) 33:10 two (3) 19:2;33:16,16
				T
				talk (2) 26:1,2 talked (1) 30:13 talking (1) 24:19 teed (1) 16:20 terms (1) 7:13 Thomas (1) 27:3 though (2) 29:2,24 thought (2) 22:20;24:14 threatened (1) 12:19 three (1) 8:18 threshold (1) 21:20 thresholds (1) 21:19 timely (1) 22:9 timing (1) 21:12
				U
				ultimately (1) 27:13 Um-hum (2) 11:19;28:23 unconfuse (1) 32:10 under (3) 24:16;31:5,6 undue (1) 22:9 Unfortunately (1)

27:6 unilateral (1) 10:5 universe (2) 17:13;29:1 unknown (1) 27:9 unless (1) 8:3 unnecessary (1) 24:12 unresolved (1) 5:20 up (8) 16:20,20;21:10; 23:13;24:6,19,24;26:3 upload (1) 30:2 upon (2) 8:2;9:23 using (1) 19:1	34:8 whole (1) 17:11 wholeheartedly (1) 6:16 who's (4) 4:15;13:23,24;14:1 Williams (1) 4:15 wishes (2) 5:16;12:6 withdraw (2) 17:21;19:4 withdrawal (1) 19:10 within (1) 20:8 without (4) 7:6;22:9;23:4;27:13 word (4) 19:1,15,16,17 work (5) 21:23;23:12;26:20, 23;28:5 works (1) 29:23 world (8) 8:13;10:11;17:15; 19:23,24;22:2,5;32:10 wrong (4) 14:19;18:11;22:20; 31:11 wrote (1) 20:4	35:12 2 2:04 (1) 34:8 2019 (2) 4:1;35:15 24th (10) 25:9;26:24;27:16,22; 28:2,5,9;30:21;33:23, 24 7 7227 (1) 35:12 8 85020 (1) 35:13		
V				
vacuum (1) 27:12 variety (1) 4:17 vary (1) 24:18 view (1) 6:7 violation (1) 21:24 voluntarily (1) 25:15				
W	Yesterday (1) 33:3			
wait (3) 8:13;10:1;21:25 waited (1) 33:5 walk (1) 19:19 wants (1) 17:15 way (11) 6:18;10:25;14:13; 15:5;20:9,10,24;21:16; 23:3,13,13 ways (1) 21:17 WEDNESDAY (1) 4:1 Weil (1) 4:7 welcome (1) 9:16 What's (3) 18:11;20:21;31:11 Whereupon (1)	1 1:31 (1) 4:1 10 (2) 4:1;13:8 10,000 (2) 33:4,9 1004 (1) 4:11 1075 (3) 5:1;13:10,11 10th (1) 27:22 11 (2) 17:17;35:15 1177 (1) 4:25 1286 (1) 5:13 13 (2) 30:9;31:4 16th (1)			